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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 284/2023 & I.A. 8804/2023, I.A. 8805/2023, I.A. 8806/2023, I.A. 11171/2023

SUN PHARMA LABORATORIES LTD Plaintiff
Through: Mr. Sachin Gupta and
Mr. Manan Mandal, Advs.

versus

WINDLAS BIOTECH LTD Defendant
Through: Ms. Sugandh Shahi, Adv.

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (ORAL)

01.06.2023

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I.A. 11171/2023 in CS(COMM) 284/2023

1. The disputes between the parties stand settled and the present application has been jointly filed by them under Order XXIII Rule 3 of the CPC praying that the suit be decreed in terms of the said settlement. The terms of the settlement read thus:

"i. The Defendant above named hereby recognizes that the copyright on the suit carton and inner foil packaging lies exclusively with the Plaintiff.

ii. The Defendant undertakes to refrain themselves, their Directors, their assigns in business, licensees, franchisee, distributors, dealers, stockiest, retailers, chemists, servants, agents from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in medicinal & pharmaceutical preparations under the impugned carton and inner foil packaging and its variants. The impugned packaging of the Defendant's product IS annexed as DOCUMENT-A;



iii. The Defendant agrees to give up the use of the blue rectangular box forming a part of its impugned PANTRA-D SR inner foil packaging. A copy of the new carton and inner foil packaging as being adopted by the Defendant is attached herewith as DOCUMENT-B;

iv. The Defendant state that there are no existing stocks of finished products under the impugned carton and inner foil packaging and its variants available with them;

v. The Defendants state that they have destroyed all the stationary, packaging, promotional and publicity material and labels under the impugned carton and inner foil packaging and its variants;

vi. The Defendants confirm that apart from the batches of the impugned product having the impugned carton and inner foil packaging and its variants, no other batches have been manufactured or sold by the Defendants. The Defendants confirm that below are the batches which have not yet expired and are currently in the market under the impugned carton and inner foil packaging and its variants. The said batch details are as follows:-

Impugned Product/forms	Batch No.	Quantity	Mfg. Date	Expiry
PANTRACID DSR CAPSULS* 1x15's	WPD22007	29255	06/22	05/24
	WPD22008	15510	09/22	08/24
	WPD22013	18580	12/22	11/24
	WPD2300	10400	01/23	12/24

vii. The Defendants confirm that they shall destroy the all the kind of packaging, publicity, advertisement and promotional material bearing impugned carton and inner foil packaging and its variants in the presence of the Plaintiff's representative over video conferencing;

viii. The Defendant further confirm that they have directed removal of all the listings, bearing the impugned carton and inner foil packaging and its variants on their website or other social media handles, over which they have direct control;



ix. Defendant confirms that they have not filed any trade mark and/or copyright application for impugned carton and inner foil packaging and its variants in India and/or abroad.

x. Defendant confirm that it shall not use, manufacture, trade, sale, offer to sale, advertise, marketing the products bearing impugned carton and inner foil packaging and its variants;

xi. Defendant confirm that it shall not cause to use, manufacture, trade, sale, offer to sale, advertise, marketing the products under trademark PANTRACID and its variants.

xii. The Defendant agrees to pay Rs. 5,50,000/- as a token damages to the Plaintiff;

xiii. The Plaintiff is foregoing costs and damages as sought in the plaint at the request of the Defendants;

xiv. The abovementioned undertakings have been tendered by Mr. Pawan Kumar Sharma, Director of Windlas Biotech Ltd. and the same shall be binding on the Defendant, including but not limited to its assignees in business, franchisees, licensees, distributors, dealers and agents, successors, affiliates, associates, permitted assignees, etc. for all times to come.

3. In view of the undertakings given by the Defendant and the terms of settlement arrived at between the parties, the Plaintiff does not wish to press for relief for costs and damages as prayed for in the Plaint. It is also prayed that the court fees may be refunded to the Plaintiff, considering the present compromise between the parties.”

2. The Court has perused the terms of settlement and find them to be lawful and in order.

3. In view of the aforesaid terms of settlement, nothing survives for adjudication in the present suit.

4. The suit accordingly stands decreed in terms of the aforesaid terms of settlement by which learned Counsel for the parties agreed



that their clients would remain bound.

5. Let a decree sheet be drawn up accordingly. Miscellaneous applications are also stand disposed of.

6. The plaintiff would be entitled to complete refund of court fee, if any, deposited by it.

C.HARI SHANKAR, J

JUNE 1, 2023/kr

